

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NORTH DAKOTA**

---

In re:

**Jointly Administered**

EPIC Companies Midwest, LLC,  
EPIC Companies Midwest 2023, LLC,  
EPIC Employee, LLC,  
EOLA Capital, LLC, and  
EC West Fargo, LLC,

Bankruptcy No. 24-30281  
Bankruptcy No. 24-30282  
Bankruptcy No. 24-30283  
Bankruptcy No. 24-30284  
Bankruptcy No. 24-30285

Debtors.

Chapter 11

---

**DEBTORS' NOTICE OF MOTION AND MOTION TO APPROVE SETTLEMENT**

---

1. EPIC Companies Midwest, LLC, EPIC Companies Midwest 2023, LLC, EPIC Employee, LLC, EOLA Capital, LLC, and EC West Fargo, LLC (collectively, the “Debtors”) hereby move the Court for an order pursuant to Fed. R. Bankr. P. 9019(a) approving a settlement between EPIC Companies Midwest, LLC (“EPIC Midwest”), EPIC Companies Midwest 2023, LLC (“EPIC Midwest 2023”) and U of J MU Jamestown, LLC (“Jamestown”).

2. This Motion arises under 11 U.S.C. § 105(a) and Fed. R. Bankr. P. 2002(a)(3) and 9019(a). This Motion is filed under Fed. R. Bankr. P. 9013, Local Rule 9013-1, and the Court’s Order Establishing Settlement Procedures (ECF No. 123). Notice of the hearing on this Motion is provided pursuant to the Court’s Order Limiting Notice Pursuant to Fed. R. Bankr. P. 2002(i) (ECF No. 124).

3. EPIC Midwest and Jamestown are parties to an alleged promissory note dated July 1, 2022, in the principal amount of \$50,000, with a maturity date of July 1, 2025 and monthly interest payments at 6.5% (the “ECM Note”). The ECM Note required Jamestown to make monthly payments to EPIC Midwest in the form of interest. Jamestown ceased making its monthly payments to EPIC Midwest around May 31, 2024 and defaulted under the ECM Note.

4. EPIC Midwest 2023 and Jamestown are parties to an alleged promissory note dated January 1, 2024, in the principal amount of \$15,000, with a maturity date of January 1, 2027 and monthly interest payments at 8% (the “E23 Note,” and together with the ECM Note, the “Notes”). The E23 Note required Jamestown to make monthly payments to EPIC Midwest 2023 in the form of interest. Jamestown ceased making its monthly payments to EPIC Midwest 2023 around May 31, 2024 and defaulted under the E23 Note.

5. Jamestown disputes the existence and validity of the Notes.

6. Because of the above-described defaults, EPIC Midwest and EPIC Midwest 2023 filed an adversary complaint against Jamestown on November 24, 2024 (Adversary No. 24-07031) asserting claims for: (a) breach of contract; (b) unjust enrichment; (c) account stated; (d) promissory estoppel; and (e) fraudulent transfer under N.D. Cent. Code § 13-02.1-04(1)(b), N.D. Cent. Code § 13-02.1-05(1), and 11 U.S.C. §§ 548 and 550 and demanding amounts in excess of \$65,000.

7. The parties engaged in informal settlement discussions and ultimately reached a resolution.

8. To avoid the costs and uncertainties of litigation, Jamestown has offered to pay a total of \$65,000 to EPIC Midwest and EPIC Midwest 2023. In exchange for the \$65,000 payment, all obligations of Jamestown under the Notes will be deemed fully satisfied. EPIC Midwest and EPIC Midwest 2023 have agreed to these terms pending Court approval. Upon Court approval, the adversary proceeding will also be dismissed.

9. The Debtors believe that the costs of litigation will reduce the funds available to pay the claims of the estates if the dispute is not settled and Jamestown has offered to pay the full

principal amounts of the Notes to EPIC Midwest and EPIC Midwest 2023. The Debtors believe the settlement is in the best interests of creditors.

10. The Debtors request that the Court approve the settlement described herein pursuant to Fed. R. Bankr. P. 9019(a).

**11. Any objection to the Motion must be filed with the Clerk of the United States Bankruptcy Court, whose address is Quentin N. Burdick Courthouse, 655 First Avenue North, Suite 210, Fargo, North Dakota 58102, and served upon the attorney whose name and address is listed below, by March 6, 2025, which is twenty-one (21) days from the date of the filing of this Motion. Any objections not filed and served may be deemed waived and the Court may enter an order approving this settlement without further notice or hearing.**

Dated: February 13, 2025

*/s/ Steven R. Kinsella*

---

Michael S. Raum (#05676)  
**FREDRIKSON & BYRON, P.A.**  
51 Broadway, Suite 400  
Fargo, ND 58102-4991  
701.237.8200  
mraum@fredlaw.com

Steven R. Kinsella (#09514)  
Katherine A. Nixon (*pro hac vice* MN #0402772)  
**FREDRIKSON & BYRON, P.A.**  
60 South 6<sup>th</sup> Street, Suite 1500  
Minneapolis, MN 55402-4400  
612.492.7000  
skinsella@fredlaw.com  
knixon@fredlaw.com

**ATTORNEYS FOR DEBTORS**

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NORTH DAKOTA**

---

In re:

**Jointly Administered**

EPIC Companies Midwest, LLC,  
EPIC Companies Midwest 2023, LLC,  
EPIC Employee, LLC,  
EOLA Capital, LLC, and  
EC West Fargo, LLC,

Bankruptcy No. 24-30281  
Bankruptcy No. 24-30282  
Bankruptcy No. 24-30283  
Bankruptcy No. 24-30284  
Bankruptcy No. 24-30285

Debtors.

Chapter 11

---

**ORDER**

---

On February 13, 2025, Debtors EPIC Companies Midwest, LLC, EPIC Companies Midwest 2023, LLC, EPIC Employee, LLC, EOLA Capital, LLC, and EC West Fargo, LLC filed a Motion to Approve Settlement [Doc. \_\_\_\_] summarizing the settlement agreement between EPIC Companies Midwest, LLC, EPIC Companies Midwest 2023, LLC, and U of J MU Jamestown, LLC. Debtors served notice of the motion. The Court received no objections. Based on the information provided by Debtors and the documents filed in this case, the Court finds that the proposed settlement is fair and equitable, reflects a balance of the risks of litigation with potential recovery and appears to be in the best interest of the bankruptcy estate. Therefore, **IT IS ORDERED** that the Motion to Approve Settlement is **GRANTED**. The settlement agreement summarized in the motion is **APPROVED**.

Dated this \_\_\_\_ day of March, 2025.

---

Shon Hastings, Judge  
United States Bankruptcy Court